

6. On June 12, 2023, Clearview initiated the arbitration by filing a notice of arbitration and statement of claim.

7. On June 30, 2023, ICI and Berlin began participating in the arbitration by filing an answer and counterclaim. Although at one stage of the arbitration, Berlin sought to be removed from the arbitration, the Arbitrator denied the request after hearing briefing. Berlin thereafter continued voluntarily to extensively participate in the arbitration, and never petitioned any court to enjoin the arbitration or required Clearview to go to court to compel arbitration.

8. Between June 2023 and August 2024, all parties participated in the arbitration by exchanging discovery, filing motions, taking and defending depositions, and attending preliminary hearings.

9. On August 26–28, 2024, Clearview, ICI, and Berlin participated in an evidentiary hearing to arbitrate Clearview's claims and ICI's and Berlin's counterclaim before Arbitrator Usher T. Winslett. The hearing took place in New York City at the American Arbitration Association's AAA-ICDR New York Regional Office.

10. On November 7, 2024, Arbitrator Winslett issued an arbitration award granting Clearview \$873,000 in damages payable by ICI by December 7, 2024; \$193,228.39 in costs and fees payable by ICI by December 7, 2024; and \$64,409.47 in costs and fees payable joint and severally by ICI and Berlin by December 7, 2024; plus prejudgment interest. Neither ICI nor Berlin has paid any of the award.

11. A true and correct copy of the Award is attached hereto as Exhibit 2.

12. On December 19, 2024, Arbitrator Winslett issued an order denying Respondents' motion to modify the Award, and "reiterat[ing] that the Award is a final award disposing of all claims and counterclaims."

13. A true and correct copy of the Order is attached hereto as Exhibit 3.

I affirm this 23rd day of December 2024, under penalties of perjury under the laws of New York, which may include a fine or imprisonment, that the foregoing is true, and I understand that this document may be filed in an action or proceeding in a court of law.

/s/ Collin Vierra

Collin J. Vierra

WORD COUNT CERTIFICATION

I certify that in relying on the word count of the word-processing system used to prepare the petition, the petition complies with the word limits prescribed by Part 202 of the Uniform Civil Rules (472 words excluding caption and signature block).

Dated: December 23, 2024

Respectfully submitted,

/s/ Maria N. Ibrahim

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